resides in regard to his solvency and its extent or an exchange certificate as provided in clause 6, and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

6. Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding should, before they are allowed to bid, either deposit with the officer conducting the sale half the estimated amount of the lease to the nearest hundred rupees, as earnest money or they should produce a local surety fully solvent to the extent of the highest bid likely to be at the conclusion of the sale. The bond to be taken from the surety should be on stamp paper, the stamp payable being governed by the provisions of the Stamp Act. In cases where the foreign bidders deposit half the estimated amount of the lease, the usual deposit of Rs. 300 is unnecessary and in cases where they produce a local surety the usual deposit of Rs. 200 should also be recovered from them. In the former case, the remaining amount of the lease must be paid before the expiry of half the period covered by the lease, in two equal quarterly instalments, when the lease is for one year and the two equal half-yearly instalments, when the lease is for two years.

7. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

8. The exclusive right of collecting and removing the produce above will be disposed of to the highest bidder subject to the confirmation of the Chief Conservator of Forests or the Conservator of Forests, Shimoga Circle who at their discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

In case the sale is not confirmed in the name of the highest bidder, the next highest bidder may be called upon to take up the lease and in that case, he shall abide by all the conditions prescribed herein for the highest bidder. The deposits of the next highest bidders will be retained until the question of confirmation of the sale is decided.

9. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one quarter of the total sale amount including the deposit already made together with the Local, Railway, Education, Health and other cesses and Sales-Tax on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such lossess will be recoverable as an arrear of land revenue.

10. If the sale is not confirmed by the authority concerned all moneys paid will be refunded to the party.

11. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. The recovery of security deposit will be waived in case the full sale amount together with cesses is paid in advance.

In default either to execute the agreement with the necessary sureties or to furnish the security or both the contract will be cancelled and the right resold, the defaulter being liable for any deficit in three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

NOTE.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payment to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any time in the District Forest Offices.

12. The balance of three-fourths of the sale amount will be paid in three equal instalments as follows:—

First khist on or before 1st July 1952.
Second khist on or before 1st January 1953.
Third khist on or before 1st July 1953.

If a default arises in the payment of any instalment or interest on the due date, the contract shall immediately stand suspended and all produce collected and in storage or transit during such period of suspension be forfeited to Government. In spite of such sus ension, if the instalments of interest overdue continue to remain unpaid for a period of one month the contract shall be cancelled and the right resold at the risk of the defaulter who shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

13. No concession of any kind will be shown to the contractor for loss on any account.

14. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these panalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga or the Chief Conservator of Forests in Mysore, Bangalore, as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

15. Bidders are warned that no transfer or sub-letting of leases will be permitted.

M. A. MUTHANNA,
6688 *Chief Conservator of Forests.*

BANGALORE DISTRICT.

Notification dated 7th January 1952.

Sale of Casuarina Trees.

It is hereby notified for general information that the right to cut and remove the Casuarina tree yielding Poles and Firewood in the following plantations as per details in the Schedule noted below, will be sold by public auction by the District Forest Officer, Bangalore, or by any other officer, deputed by him on Tuesday the 5th February 1952 at 2 P.M. in the District Forest Office, Bangalore District, Sandal Koty Building, Malleswaram, Bangalore 3. The sale is subject to the confirmation by the District Forest Officer, or the Chief Conservator of Forests in Mysore, Bangalore, as the case may be.

The sale will be held on acreage basis and trees yielding poles whose approximate heights and girths are 10 inches to 28 inches respectively as per the Schedule noted below, available in the said plantations (exclusive of the fuel yielding trees) have been duly marked.

Each bidder shall before he is permitted to bid produce a solvency certificate in the prescribed form with an earnest deposit of Rs. 200 with the sale conducting officer before the sale is commenced.

Immediately after the sale is closed the highest bidder should pay the full sale amount with usual cesses and sales-tax and health cess at one anna per rupee.

The trees purchased should be removed before the end of March 1952 from the date of Execution of the agreement which the purchaser has to execute within seven days from the date of intimation of the confirmation order.

For further conditions and other particulars please apply to the District Forest Officer, Bangalore District, Sandal Koty Buildings, Malleswaram, Bangalore 3.